

**FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

APR - 7 2017

**LILLIAN BLAIR,**

**Plaintiff,**

**v.**

**PROPERTY AND CASUALTY INSURANCE  
COMPANY OF HARTFORD, A/K/A THE  
HARTFORD,**

**Defendants.**

**RICK WARREN  
COURT CLERK**

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**Case No. :**

**CJ-2017 -2029**

**PETITION**

COMES NOW the Plaintiff Lillian Blair and for her cause of action against the Defendants Property and Casualty Insurance Company of Harford, hereby referred to as, "The Hartford" alleges and states:

1. Plaintiff is a resident of Oklahoma County.
2. Hartford does insurance business in Oklahoma County.
3. Plaintiff sustained damages in Oklahoma County; therefore, venue is proper in Oklahoma County.
4. Plaintiff was insured under a policy of insurance, Policy Number 55 PHJ 501199 (hereinafter "Policy") issued by Hartford. Said Policy provided for insurance coverage for Lillian Blair.

**FACTUAL BACKGROUND**

5. Plaintiff was involved in an accident on April 8, 2012, in Oklahoma City, Oklahoma County.
6. The collision was the direct and proximate cause of permanent injuries Plaintiff suffered.

7. Said Policy provides insurance benefits for Plaintiff Blair.
8. Plaintiff timely filed a claim with Hartford for benefits under the Policy.

**FIRST CAUSE OF ACTION**

**Breach of Contract by Hartford**

9. Plaintiff restates and re-alleges Paragraphs I through 8 of this Petition and in addition, states as follows:
10. By the terms of the Policy, Hartford agreed to compensate Plaintiff pursuant to the the Policy.
11. Plaintiff has complied with all terms and conditions of the Policy with Hartford.
12. Hartford failed to pay Plaintiff's claims knowing Plaintiff was entitled to the insurance benefits.
13. Hartford's failure to pay the underinsured benefits constitutes a breach of contract.
14. As a result of Hartford's breach of contract described above, Plaintiff has suffered injuries and damages, including incidental and consequential damages in the amount greater than \$100,000.00 plus attorney fees and costs.

**SECOND CAUSE OF ACTION**

**Bad Faith by Hartford**

15. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 14, as if fully set forth herein.
16. Hartford violated its duty of good faith and fair dealing by unreasonably and in bad faith refusing to evaluate and pay Plaintiff the proper amount for a valid claim under the Policy.
17. Hartford violated its duty of good faith and fair dealing by unreasonably and in bad faith failing to perform a proper investigation and/or by failing to evaluate the claim in a timely manner.
18. Hartford violated its duty of good faith and fair dealing when it had no reasonable basis to delay payment of the claim.
19. Hartford violated its duty of good faith and fair dealing by negligently supervising this loss,
20. Pursuant to the aforementioned facts, Plaintiff alleges that Hartford's corporate goal is to increase their profits by unlawfully delaying and reducing payments of valid claims made pursuant to policy provisions.
21. That as a result of Hartford's breach of its duty of good faith and fair dealing, Plaintiff suffered actual monetary damages and has also suffered inconvenience,

physical discomfort, loss of peace of mind and security, emotional distress, worry, anguish and financial distress.

22. The bad faith conduct of Hartford is reckless, intentional and/or malicious and was perpetrated to deprive the Plaintiff of prompt payment of reasonable, valid benefits for which they were legally and contractually entitled to and for which Hartford was liable to pay. Hartford's conduct reflects both a reckless and callous disregard for the health and welfare of the Plaintiff and thus warrants the imposition of punitive damages in the amount greater than \$100,000.00 plus attorney fees and costs.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment, in excess of \$100,000.00 for each cause of action against Defendants Hartford as follows:

- (A) For medical bills;
- (B) For compensatory damages;
- (C) For punitive damages and damages for breach of contract;
- (D) For future medical expenses;
- (E) For prejudgment and post judgment interest;

- (F) For reasonable attorney fees;**
- (G) Costs of suit;**
- (H) Pain and suffering;**
- (I) For such other relief as this Court may deem just and proper;**
- (J) Other damages to be set forth after discovery; all of which are in excess of \$100,000 for each claim of the two claims.**
- (K) Jury Trial Demanded.**
- (L) Attorney's Lien Claimed**

Respectfully submitted,



**Eric Reynolds, #20394**

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**Attorney For Plaintiff**